



**THE CITY OF NEW YORK  
LAW DEPARTMENT**

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May 17, 2010

**BY ECF**

Honorable Brian M. Cogan  
United States District Court  
Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, New York 11201

Re: Jacques Edouard v. City of New York, et al., 09 CV 4271 (BMC)

Your Honor:

Enclosed please find a Stipulation and Order of Settlement and Discontinuance, which has been executed by the parties in the above-referenced matter. We respectfully request that Your Honor endorse the enclosed Stipulation.

Thank you for your consideration herein.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Diep", written over a horizontal line.

Diep Nguyen  
Assistant Corporation Counsel

Enc.

cc: Richard J. Cardinale, Esq. (By ECF)  
Attorney for Plaintiff  
26 Court Street, Suite 1815  
Brooklyn, New York 11242

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
JACQUES EDOUARD,

Plaintiff,

-against-

THE CITY OF NEW YORK, POLICE OFFICER  
DAVID L. BOWMAN, shield # 16034, POLICE  
OFFICER GREGORY GORDON, shield # 6976,  
POLICE OFFICER ALBERT ROMANO, shield #  
22490, POLICE OFFICER JOSEPH WERNERSBACH,  
shield # 6302, SERGEANT COLLEEN LEONARD,  
shield # 4226,

Defendants.  
-----X

**STIPULATION AND  
ORDER OF  
SETTLEMENT AND  
DISCONTINUANCE**

09 CV 4271 (BMC)

**WHEREAS**, plaintiff commenced this action by filing a complaint and an amended complaint on or about October 5, 2009, and January 14, 2010, respectively, alleging that defendants violated his constitutional rights; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiff's allegations; and

**WHEREAS**, the parties now desire to resolve the issues remaining in this litigation, without further proceedings and without admitting any fault or liability;

**WHEREAS**, plaintiff Jacques Edouard has authorized counsel to settle this matter as against defendants on the terms enumerated below;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. This above-referenced action is hereby dismissed with prejudice, and without costs and expenses in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff Jacques Edouard the sum of Five Thousand Dollars (\$5,000.00) in full satisfaction of all claims, inclusive of claims for costs and expenses. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against the City of New York, and to release all defendants and any present or former employees or agents of the City of New York and the New York City Police Department from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action, including claims for costs and expenses.

3. Plaintiff shall execute and deliver to defendant's attorney all documents necessary to effect this settlement, including, without limitation, a General Release and Plaintiff's Affidavit of Status of Liens based on the terms of paragraph "2" above.

4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York

May 17, 2010

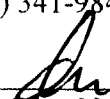
Richard Cardinale, Esq.  
Attorney for Plaintiff  
26 Court Street, Suite 1815  
Brooklyn, NY 11242  
(718) 624-9391

By:

  
Richard Cardinale, Esq.

MICHAEL A. CARDOZO  
Corporation Counsel of the City of New York  
Attorney for Defendants City of New York,  
Sergeant Leonard, Police Officer Bowman,  
Police Officer Gordon, Police Officer Romano,  
and Police Officer Wernersbach  
100 Church Street  
New York, New York 10007  
(212) 341-9848

By:

  
Diep Nguyen  
Assistant Corporation Counsel

SO ORDERED:

\_\_\_\_\_  
U.S.D.J.